

1907-012 Chancery Causes: N. Wygal vs. Carter Fields  
Lee Co.

CA - Contract Dispute  
T - Property



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for  
Lee County, Virginia.

Humbly complaining, your orator, N. Wygal, would respectfully represent and show unto your honor, that on the 18th day of January, 1904, he was seized of ~~lands~~ <sup>land</sup> entitled to, a good fee simple estate in and to a certain lot, tract or parcel of land lying and being in said county adjoining the lands of M. B. Spencer on the west and Tee Anderson on the north and east and the McNeils on the south/ containing two acres more or less. And your orator being so seized and entitled, and being desirous to sell the same, he contracted with one Carter Fields on that day for the sale of the said land to him. At which time the said Carter Fields agreed to purchase the said land from your orator at the price of Two Hundred and Fifteen Dollars, and your orator executed to the said Carter Fields a title bond, binding himself to convey the said lot of land to the said Fields by deed with covenants of general warranty when the purchase money should be fully paid therefor, which title bond is in the possession of the said Fields and can not be produced by your orator to the said court; and the said Fields paid to your orator the amount of the said purchase money except the sum of \$128.20, for which said sum he executed to your orator two notes or bonds bearing date January, 18th, 1904 for \$64.10 *Waiving the homestead exemption as to said notes* each, <sup>one</sup> of said notes to become due and payable Aug. 27th, 1904 bearing interest from Aug. 27th, 1903, the other to become due and payable Aug. 27th, 1905, with interest from Aug. 27th, 1903, which notes are herewith filed as part hereof marked Nos. 1 and 2 respectively. The balance of the said purchase money ~~has~~ been paid to your orator by said Fields, but your orator here alleges that the said two notes, and no part thereof has ever been paid to your orator, except the sum of \$3.50 paid about May 1st, 1906/ and for which payment the said Fields has your orator's receipt; that the said



Carter Fields has refused to comply with the said contract on his part by refusing to pay to your orator the amount of the said two notes, and that yherstill refuses to comply with said contract by paying the amount of the said two notes, subject to the said small credit, though he has been often requested so to do, and the amount of the said two notes subject to the said credit, is still due and owing to your orator. Your orator has prepared and files herewith as a part hereof, marked Exhibit "3" a proper deed conveying to the said defendant the said lot or parcel of land with comenants of general warranty pursuant to said contract, and which is intended to be an <sup>d</sup> ~~escrow~~ deed, to be delivered to the said defenant when the purchase money for said land, together with the cost of thissuit is fully paid by him.

In tender consideration whereof, and for as much as your orator is remadiless in the premises save by the aid of ~~the~~ court of equity wherematters of this kind are alones cognizable, your orator prays that the said Carter Fields may be made <sup>the</sup> party defendant to this bill, and required to answer the same, but not on oath, answer under oath being expressly waived; that the said contract and agreement entered into between your orator and the said Carter Fields shall be specifically performed and carried into execution by the said Carter Fields, your orator hereby offering to perform the same on his part, and that the said Carter Fields may be compelled to pay your orator the amount of the purchase money for said land as evidenced by said two notes with interest as <sup>therein</sup> provided, and that your orator may have such, other, further and general relief as the nature of his case may require, or to equity shall seem meet. And your orator will ever pray &c.

James W. Orr, Jr.



Plff's costs

clerk \$4.34  
shff. .50  
4.84

Defts. costs recovered

clerk \$1.01  
atty 15.00  
\$16.01

N. Wygal.

Bill in Chancery.

Carter Fields

1906 1st Aug. Rules  
Bill Spa. executed  
and Ans. filed  
" 2nd Aug. Rules  
Cause set for  
hearing by plaintiff.



N. W Y G A L ,

vs.

C A R T E R F I E L D S ,

)  
)  
) I N C H A N C E R Y .  
)  
)

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee  
County,Virginia:

The answer of Carter Fields to a bill of Complaint of N.Wygal  
filed against him in the Circuit Court of Lee County,Virginia,at  
First August Rules 1906.

Respondent says it is true he purchased from Complainant the  
land land mentioned and described in his bill of complaint,at the  
price and on the terms therein mentioned;and that said complainant  
agreed to make respondent a good and sufficient deed for said land  
as soon as all the purchase money therefor should be paid,as will be  
seen from inspection of contract or title bond herewith filed  
marked "One",which is asked to be read and treated as a part hereof

Respondent however denies that said Complainant has executed and  
and offered to deliver to respondent a good and sufficient deed  
for said land with covenants of general warranty,but on inspection  
said deed filed as an escrow,it will be seen that the same is very  
defective and insufficient.

Respondent says that he has ever been ready to pay complainant  
the residue of the purchase money as soon as he will have the judg-  
ment liens against him and said land marked satisfied,and that  
he even tendered the money to said complainant in the town of Jones-  
ville, Lee County,Virginia,on the first day of May,1905,and demanded  
a deed for said land free from all encumbrances,and said complainant  
has yet reused and failed to clear the title to said land.An ab-  
stract of the judgments against said complainant,as shown on the  
judgment lien docket in the Clerks office of Lee County,is herewith  
filed as apart hereof,marked Judgments.

Respondent is very anxious to have the matter cleared up and to  
get a deed for said lands,and is ready to pay of said purchase  
money as soon as he can get a clear title,and he has <sup>been ready</sup> at all times  
since said money became due on the face of the notes,to pay same off



and he herewith files into Court the residue of the Purchase money on said land to be delivered to said Complainant as soon he gets a good and sufficient title to said land.

Respondent is advised that the Court will not compel him to pay Complainant the money however until the title to said land is cleared and a good and sufficient deed is executed for said land; nor compel the specific execution of said contract until the Complainant has done every thing necessary on his part to be done.

And now having fully answered he prays to be hence dismissed with his reasonable costs, and He will ever pray etc.

J. B. Noel P.D



N. Wygal  
vs { Dr. Chanary  
Carter Fields

Answer of Dept:

Filed Aug. 8, 1906-

H. B. S. Ewing, clk.



N. Wygal,

Plaintiff.

vs.

In Chancery

Carter Fields,

Defendants.

This cause came on to be heard upon the bill of the plaintiff, and exhibits therewith, the answer of the defendant, and exhibit therewith, and was argued by counsel.

On consideration thereof, it is adjudged, ordered and decreed that the contract of ~~land~~ the sale of the land in the bill mentioned be specifically executed, and that the plaintiff recover against the defendant \$128.20, the amount of purchase money due him on said real estate with interest thereon from the 27th day of August, 1903 until paid, subject to a credit of \$3.50 paid on the 1st day of May, 1906. And thereupon the defendant paid the plaintiff's attorney the amount of said recovery, and the defendant had leave to withdraw from the papers of this cause the deed executed to him by the plaintiff and wife for recordation. And that the defendant recover against the plaintiff the costs of this suit. And nothing further remaining to be done in this cause, the same is stricken from the docket.



N. Wygal  
os { Decree Final  
Carter Fields.

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Entered in COB.  
# 8, page 251-

Enter this decree.  
H. A. W. S. W.  
Feb 18, 1907.



Know all men by these present  
that I Newton Rygal have this  
day sold to Carter Fields a certain  
Lot parcel or piece of Land Lying and  
being in Lee County and known  
as his Curry Colledge lot. and  
bounded as follows to wit,

Beginning at a Rock now a post  
North west of Curry Colledge is  
a line of Same & Corner of the  
Jefferson Meff land and with a  
line of Same North  $42\frac{1}{2}$ . W. 13 poles  
to a Rock. S  $82\frac{1}{2}$ . W. 22 poles to a small  
Walnut now gone & in a line bounding  
the McKiel and other lots sold and  
laid out by E. B. Spencer & Wife  
thence S.  $24\frac{1}{2}$ . E. 11 poles & 5 ft to a Stake  
a Corner to McKiel lot & with same  
Line East. 14 P. to a Rock Corner to



College lot and with a line of same  
North 75 $\frac{1}{2}$  E. 11. Poles and 12 feet to the  
Beginning. Now the Conditions  
of this instrument is such that  
The said Carter Fields owed the  
Said Wygal a note Twentyfive<sup>00</sup>  
Dollars for House Rents and binds him  
Self heirs &c. to pay to the said M.  
Wygal for the lot Two hundred and  
fifteen Dollars for lot making  
Two hundred and Thir<sup>45</sup>eight and <sup>100</sup>  
Dollars \$238.<sup>45</sup> Interest & all and has  
this day paid One hundred & fifteen  
Dollars \$150.<sup>00</sup> leaving a balance  
of One hundred & twenty eight<sup>45</sup>  
Dollars \$128.<sup>45</sup> to be paid in Equal  
Installments one of Sixty four and two  
Dollars Each on one and two years with  
present Interest from date for which said  
Fields has created his notes, and said  
Wygal reserves a vendors lien on  
the said lot of Land to Secure said

Notes. Then the said Wygal when  
The said purchase money is fully  
and well paid Binds himself  
heirs or assigns to make the said  
Carter Fields a good & sufficient  
Deed to said lot the same con-  
taining. 2. Acres the same be  
more or less. This given under  
my hand & Seal in the County  
of Lee and State of Virginia  
This the first day of Jan. 1904. Now  
the above Conditions are also that  
The said Wygal reserves the seven  
Walnut Trees that stand on said  
lot for at least twelve months  
unharmed & unmolested & cared  
for properly until said Wygal can  
move them but said Fields is to have possession  
of said property at this date a howe  
Jan. 1st 1903.  
M. Wygal Seal



Gifts bond for the  
Corry College Lot—  
From N. Wiggall &  

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Carter Fields

"One".



Mr J. W. Don and J. B. Noel Sirs  
The judgement against J. Wygol in  
Favor of The creamery and seed of Trust  
was assigned to me by said <sup>creditors</sup> ~~creditors~~  
in Oct. 1898. and the most of said  
amt has been settled and I only hold  
a claim on said Wygales ridge farm  
and not on any other land or property  
that the said Wygales has or has owned  
This August 6<sup>th</sup> 1906.

W. E. Wynn



W. C. Wyman;  
Statement as  
to Nygal. Indgt.



128.20 Aug 24/1903

25-6400

4410

2628.10

.76

26.74 Int.

128.20

154.94

3.50

\$15-1.44 Bal Feb 18/907.

16.01 casts.

135.43

130.00

\$5.43

270 - 121 240

12

201

64

64

128

134.4

44

\$135.43

10.00

\$125.43 cash for this  
Feb 20/1907.



Weggal  
Calcuttation



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*Barter Fields*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on  
the <sup>1<sup>st</sup></sup> Monday in *August*, 190*6*, to answer a bill in chancery exhibited against *him*  
*by N. Wygal*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *17<sup>th</sup>*  
day of *July*, 190*6*, and 1*31<sup>st</sup>* year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing*, Clerk.

\_\_\_\_\_, Clerk.



N. Nygal

VS

}

SUBPENA  
IN  
CHANCERY.

Carter Fields

Ort & Wood, -p. 9

To 1st August Rules.

Lee Circuit Court.

1906-

Executed on the  
20, day of July  
1906, by delivering  
a copy of the within  
Subpoena to Mrs.  
Carter Fields.  
W.D. Short D.C.